

## **REMARKS**

The remarks that follow here are organized and presented so that all of the claim elements of claim 17 and claim 18 are addressed. Each claim element is first identified in **bold**; and **any claim element which was not specifically addressed in the Office Action is additionally underlined**; and, second, the Office Action rejection rationale for the claim element is presented; and, third, Applicant's rationale for requesting reconsideration of the rejection is presented for each claim element, whether the claim element was specifically addressed or not.

### **Claim 17 (Original)**

**Claim Element 1 - A method of doing business, comprising operations of:**

**Office Action 1** - The OA states that MoonShop teaches system and method of doing business (selling land on planetary system).

**Applicant Response 1** - Applicant respectfully requests reconsideration of the first Office Action response regarding the patent application in view of the fact that the Office

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Action response begins with the Office Action addition of the following parenthetical statement: "selling land on a planetary system".

Applicant respectfully submits that the added statement "selling land on a planetary system" is in error because Applicant's present business method invention is not that of "selling land on a planetary system".

Applicant submits that the present business method invention is that of selling a documentation package which includes a Deed of Claim that precisely describes the location and boundary of a specific lunar land property parcel (and indicates in the Deed of Claim that this deed does not convey property, as is clearly indicated as a claim element of Claim 17 and clearly presented in the related Specification) and includes three (3) pairs of large-sized map-photo images representing three (3) parcel-approaching levels of image magnification.

Applicant submits that it is this error that leads to the Office Action improper use of the prior art of MoonShop in view of Galaty as a basis for a 103 Rejection of the claims of Applicant's patent application.

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Applicant submits that the method of doing business of MoonShop, as described in the OA cited prior art pages of MoonShop's internet-based business, is significantly different from and teaches away from Applicant's present business method invention.

Stated succinctly, with significant differences noted (and with detailed evidence to be provided further below):

1-MoonShop purports to own the Moon.

- Applicant does not purport to own the Moon.

2-MoonShop purports to sell lunar land property parcels.

- Applicant does not purport to sell lunar land property parcels.

3- MoonShop purports to provide a lunar parcel purchaser with a Lunar Deed that identifies the lunar purchaser as the legal owner of the purchased parcel.

- Applicant does not purport to provide a purchaser with a Lunar Deed that identifies a purchaser as the legal owner of a purchased parcel.

4-As result of MoonShop's purported business method, there is a potential for allegations that MoonShop is engaging in a fraudulent and illegal business.

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Applicant submits that the present invention employs a novel and unobvious concept that recognizes that no one currently owns the Moon or can offer to sell lunar property. The invented concept is that of a Deed of Claim which precisely describes the location and boundary of a specific lunar parcel, but, importantly, indicates that the described parcel is not conveyed by the deed (such indication is clearly presented as a claim element of Claim 17 and in the related Specification). The Deed of Claim concept was invented by the Applicant for the express purpose of precluding a potential for any allegations of fraud and illegality.

In view of the above significant differences between the business methods of MoonShop and Applicant's present invention, Applicant submits that MoonShop significantly teaches from away Applicant.

As a result, it would not be obvious that one skilled ["one of ordinary skill in the art at the time the invention was made"], in the art of real estate in general and legal land property conveyance in particular, would be motivated to engage in the business method practice of MoonShop.

Stated more succinctly, not only would a decision by one skilled in the art to practice the business method of MoonShop result in a business entirely different from that of

Applicant, but such a decision could also result in undesired legal consequences for "one skilled".

Since the Office Action 103 Rejection includes MoonShop in view of Galaty (a real estate text), Applicant submits that the OA use of the addition of the prior art of Galaty to the prior art of MoonShop can do nothing to alter the fact that the foundation of MoonShop's business method is MoonShop's claim that MoonShop owns the Moon. As long as MoonShop claims that it owns the Moon, the business method of MoonShop teaches away from Applicant's present invention.

Applicant respectfully requests Office Action reconsideration of the Patent Application.

**Claim Element 2 - developing, producing, assembling, and offering for sale a documentation package covering a lunar land property parcel;**

**Office Action 2 - MoonShop teaches: developing, producing, assembling, and offering for sale a documentation package covering a lunar land property parcel (MoonShop page 3);**

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**Applicant Response 2** - Applicant submits that OA cited MoonShop page 3 includes the following text:

"Apart from the property itself of course, you get:

- A Lunar Constitution Bill of Rights
- A Lunar Deed
- A Lunar Sight Map (Showing the approximate location of your Property)
- A copy of a short story entitled "YOU OWN THE WHAT?"
- A copy of the declaration of ownership ..... To ensure that in fact ownership of the properties sold here [to a lunar parcel purchaser] could be claimed."

Applicant submits that the above textual facts provide evidence that MoonShop offers the sale of lunar property. MoonShop therefore teaches away from Applicant's present invention which does not offer the sale of lunar property. As a result, MoonShop provides no support for a 103 - type Rejection.

**Claim Element 3** -wherein the package includes decorative and educational imagery related to the parcel, and further, includes a document herein defined as a Deed of Claim for the parcel.

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**Office Action 3** - The OA states, further, that "contents of the documentation in the package is a business choice." And, further, "Official Notice is taken .....that MoonShop is capable of providing contents on documentation as desired by a business."

**Applicant Response 3** - Applicant submits that the "business choice" argument of the OA is invalid since MoonShop describes a business method significantly different from Applicant, i.e., MoonShop is offering the sale of lunar property, whereas, Applicant is not offering the sale of lunar property. MoonShop is conducting a business that is much different from that of Applicant. As such, there is no basis for the OA argument that MoonShop is capable of providing contents on [Applicant's] documentation as desired by a business."

**Claim Element 4** - wherein, the primary function of the deed, and so stated in the deed's contents, is to provide an accurate and detailed description of the location and boundary of the parcel, and not to indicate any legal ownership of the parcel;

**Applicant Response 4** - Applicant submits that the absence of an OA comment on of this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of

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Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 5 - wherein, the land containing the parcel has been subject to the Apollo Lunar Space Program of exploration and survey conducted by the U.S. Government during the 1960's and 1970's; and**

**Applicant Response 5** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 6 - wherein, the value of the deed is to be based on the possibility that, at some future time, the U.S. Government may choose to claim some part or all of Earth's Moon, and as a consequence, may choose to encourage lunar development by establishing a land grant program;**

**Applicant Response 6** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight.



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Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 7 - wherein, as a further consequence, the government may choose to recognize a land grant claimant's ownership of the Deed of Claim for a specific land parcel as an essential element of the claimants request for the specific land parcel.**

**Applicant Response 7 -** Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 8 - developing a plan of subdivision of the lunar globe into a decreasing size sequence of regions, sections, blocks and parcels.**

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**Office Action 8** - The OA states: MoonShop does not teach developing a plan of subdivision of the lunar globe into a decreasing size sequence of regions, sections, blocks and parcels.

However, Galaty teaches system and method for subdivision of the land into a decreasing size sequence of regions, sections, blocks and parcels [Galaty, pages 130-143];

The OA further states: As responded to earlier in response to Claim 1, it is a business choice to decide how to subdivide the property.

The OA further states: Official Notice is taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that MoonShop in view of Galaty is capable of subdivision of land to meet the requirements of a business.

**Applicant Response 8** - Applicant respectfully submits that the above OA statements regarding MoonShop in view of Galaty clearly represent a case of impermissible hindsight. Applicant submits that Galaty, as a textbook, provides competent information regarding the description of land property location and boundary, i.e., Galaty provides the "tools" of property location and boundary description. MoonShop in view of Galaty

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provide no motivation for the particular total, and specifically numerically described, subdivision of the Moon into regions, sections, blocks and parcels, as is included in Claim 17.

Applicant additionally submits that MoonShop provides no indication of its subdivision scheme for the entire Moon (which he purports to own and consequently sells lunar parcels) as may be evidenced by the OA cited MoonShop, Page 5 of 46, Lunar Deed and Lunar Map Specimens. Exhibits 1 and 2 are representative of these Specimens. See Applicant Response 20 for an example of MoonShop's absence of Lunar subdivision information.

Applicant respectfully submits that the facts presented above, provide evidence that MoonShop offers the sale of lunar property. MoonShop therefore teaches away from Applicant's present invention which does not offer the sale of lunar property.

As a result, MoonShop provides no support for a 103 Rejection of this claim element Of Claim 17 which covers developing a plan of subdivision of the land into a decreasing size sequence of regions, sections, blocks and parcels [Galaty, pages 130-143];

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Applicant submits that whereas Galaty (as a textbook) provides a useful teaching of the traditional methods of subdividing land property, there is no prior art indication of the specific subdivision of the total Moon and, further, there is no prior art indication of the specific subdivision of Applicant's Region 1 of the Moon, wherein Region 1 has been subdivided into six (6) sections, each section having the unique feature of containing an

Apollo landing site as a historical reference to the location of each of the six (6) [now precisely known] U.S.A. Apollo Program manned spacecraft landing sites.

It should be noted that the non-regular distribution of the spacecraft landing sites results in six (6) sections of unequal rectangular (in the Mercator type map projection sense) size.

Applicant respectfully submits that there is nothing to support an OA conclusion that MoonShop in view of Galaty would produce a lunar subdivision in specific accordance with that of Applicant's Region 1 subdivision.

**CE-9 wherein, subdivision of the lunar globe results in four equally sized mid-latitude regions and two equally sized polar regions, said mid-latitude regions defined as Region 1, Region 2, Region 3 and Region 4, and said Polar Regions defined as Region 5 and Region 6;**

**Applicant Response 9** - Applicant submits that the absence of an OA comment on of this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**CE-10** wherein, a first mid-latitude Region 1 is centered on the equatorial center of the lunar near side, has longitudinal and latitudinal dimensions of 90 degrees, and the remaining three mid-latitude Regions 2, 3 and 4 are similarly constructed with center longitudinal spacing of 90 degrees; and where Polar Region 5 contains all that land from North 45 Degrees Latitude to the Lunar North Pole; and where Polar Region 6 contains all that land from South 45 Degrees Latitude to the Lunar South Pole;

**Applicant Response 10** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element-11 - wherein, Region 1 has the singular quality of containing the 6 Apollo landing sites within its boundary and is accordingly subdivided into 6 sections, each bounded by pairs of longitude and latitude lines, and containing one of the landing sites, with the result that the sections are not necessarily of equal size;**

**Applicant Response 11 -** Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 12 - wherein, Regions 2, 3, and 4 are each subdivided into 6 sections, three above and three below the lunar equator, each section equally bounded by pairs of 30 degree-spaced lines of longitude and 45 degree-spaced lines of latitude;**

**Applicant Response 12 -** Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of

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Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 13 - wherein, Polar Regions 5 and 6 are each subdivided into 4 radial sections, each section equally bounded by pairs of 90 degree-spaced lines of longitude and 45 degree-spaced lines of latitude;**

**Applicant Response 13 -** Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 14 - wherein, the sections of Regions 1, 2, 3, and 4 are each subdivided into a multiplicity of blocks whose latitude and longitude dimensions are 5 degrees;**

**Applicant Response 14 -** Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of

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Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**CE-15 wherein, the blocks contained in the sections of Regions 1, 2, 3, and 4 are each subdivided into a multiplicity of land property parcels whose latitudinal and longitudinal dimensions are 1/3 degree each, whereby such dimensions correspond to a nominal linear value in the range of about 6 miles by 6 miles in the mid-latitude regions of the moon;**

**Applicant Response 15 -** Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 16 - wherein, the sections of Polar Regions 5 and 6 are each subdivided into 6 blocks of approximately equal size, each block bounded by pairs of 15 degree-spaced-lines of longitude and 45 degree-spaced-lines of latitude;**



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**Applicant Response 16** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 17** - **wherein, the blocks contained in the sections of Polar Regions 5 and 6 are each subdivided into land property parcels whose latitudinal dimension is 1/3 degree, corresponding to a linear value of about 6 miles;**

**Applicant Response 17** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 18** - **wherein, the longitudinal angular dimension of a desirably square parcel will vary with the latitude location of a parcel in order to compensate for the decreasing linear separation of the lines of longitude as they converge towards the lunar poles;**

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**Applicant Response 18** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 19** - **wherein, a calculation is made to determine what integer value of parcel longitudinal dimension, in terms of degrees and/or minutes of angle, results in an integer number of parcels having a linear width of the order of 4 to 6 miles;**

**Applicant Response 19** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 20** - **establishing the use of map and photographic imagery, in paper and/or digital electronic form, as part of the documentation package, that have been determined to be publicly available from the U.S. Government**

**Office Action 20 - MoonShop in view of Galaty teaches:**

establishing the use of map and photographic imagery, in paper and/or digital electronic form, as part of the documentation package, that have been determined to be publicly available from the U.S. Government [MoonShop pages 2-10];

**Applicant Response 20 -** Applicant submits that the present business method invention includes the above claim element statement (that the map and photographic imagery used for incorporation into the documentation package "...have been determined to be publicly available from the U.S. Government ") for the purpose of providing a complete claim description of the present business method invention that has the additionally desired business attribute of not being burdened by the cost of using copyrighted imagery.

Applicant submits that the OA cited MoonShop pages 2-10 indicate that MoonShop's document package includes only one global level map image (Lunar Map) with the following representative map-stated parcel location statement:

AREA H-7 / Quadrant Hotel

LOT # 122

APPROXIMATE LATITUDE 14 ° - 18 ° W. LONGITUDE 6 ° - 10 ° S.

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The MoonShop package further includes a deed image (Lunar Deed) with the following representative deed-stated parcel location statement:

Area H-7, Quadrant Hotel, Lot Number 122

This property is located 006 squares south and 012 squares east of the extreme northwest corner of the recognized Lunar chart.

Applicant submits that the above MoonShop combination of map and deed statements of parcel location, as specifically stated, do not enable the representative "parcel purchaser" to find the location and boundary of the subject parcel on the Lunar Map provided by MoonShop.

Applicant further submits that OA cited MoonShop page 10, as shown, is a Naval Research Laboratory (NRL) website that enables a site user to obtain Clementine satellite obtained photographic-type imagery of the Moon to only a limited level of detail.

As shown in OA cited MoonShop page 10, the web site enables a site user to view an image to an adjustable scale, but with a limited level of imagery detail, wherein the presented image is simply centered on user inputted values of latitude and longitude.

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**Applicant therefore submits that one using this MoonShop cited web site would have no ability to recognize either the location or the boundary of a specific lunar parcel in a resultant web-site image.**

**This inability to locate the parcel on the resultant image is of course due to the facts that MoonShop does not provide a parcel purchaser with specific parcel location and boundary data, and that the OA cited NRL web site does not provide for the acceptance of the MoonShop parcel description data as a web site input.**

**Applicant submits that its present invention includes a documentation package that includes three (3) pairs of same-scale map-photo images of a specifically located lunar parcel, which, in combination provide small, medium and large - scale views of the area in which the parcel is located. Claim 17 indicates the provision of such imagery.**

**Applicant respectfully submits that above significant difference between the provided MoonShop (low quality) parcel location imagery and the provided Applicant (high quality) parcel location imagery demonstrates that MoonShop teaches away from Applicant. As a result, there is no foundation here for an OA 103 Rejection of this claim element of Claim 17.**

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It is because of this "teaching away of MoonShop" that Applicant submits that the Office Action has made an improper use of the prior art of MoonShop in view of Galaty as a basis for a 103 Rejection of this claim element of Claim 17.

**Claim Element 21 - wherein, such imagery is used to develop the imagery content of a documentation package:**

**Applicant Response 21** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

Applicant submits that, as is presented in AR-20 above, the imagery content indicated in OA cited Moonshop page 5 is of such a substantially lower quality than that provided in the present business method invention that the OA must conclude that MoonShop teaches away from the present invention.

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**Claim Element 22 - wherein, such imagery content includes three pairs of map and photograph of similar size and intended to be suitable for framing; with imagery scaled in accordance with a sequence which provides a lunar global view and a large area view indicating the general location of the lunar land parcel, and a local area view indicating, in more detail, the location and boundary of the lunar land parcel;**

**Applicant Response 22 -** Applicant submits that the absence of an OA comment on of this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 23 - establishing a computer-useable database, herein defined as a Master Map and Chart Set of the Lunar Tract, of all parcel locations, as determined from lunar subdivision into the area sequence of regions, sections, blocks, and parcels;**

**Applicant Response 23 -** Applicant submits that the absence of an OA comment on of this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of

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**Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.**

**Applicant submits that this claim element of Claim 17, whose novel features are further detailed in the text and drawing figures that are included in the Applicant's Specification,**

**refers to a substantially higher quantity and quality of database precision than that which is employed by the OA cited MoonShop page 5.**

**As just one example of teaching away of the many that are available within the above set of claim elements of Claim 17 and the related Specification text and drawing figures, consider that a specific subdivision of the entire Moon down to the parcel level is defined and herein presented by Applicant.**

**Applicant therefore submits that Applicants database is so much more extensive in information content than MoonShop, that OA must conclude that MoonShop teaches away from Applicant.**

**Claim Element 24 - establishing an inventory of individual lunar parcels, to be drawn from the above parcel locations database;**



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**Office Action 24** - establishing an inventory of individual lunar parcels, to be drawn from the above parcel locations database [MoonShop pages 2-10];

**Applicant Response 24** - Applicant submits that the extent and precision of definition of Applicant's inventory is so substantially greater than that which has been presented in the OA cited MoonShop page 5, as is presented above, that OA must conclude that MoonShop teaches away from Applicant's present business method invention.

**Claim Element 25** - wherein, for each parcel, a documentation package containing the Deed of Claim and its associated location-oriented imagery is developed, and assembled in paper or computer disc format;

**Applicant Response 25** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

Applicant submits that the extent and precision of definition of Applicant's Deed of Claim and the associated location-oriented imagery (maps and photos) is so substantially

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greater than that which has been presented in the OA cited MoonShop page 5, as is presented above, that OA must conclude that MoonShop teaches away from Applicant's present business method invention.

**Claim Element 26 - establishing the offering for sale of a documentation package for individual lunar parcels**

**Office Action 26 - establishing the offering for sale of a documentation package for individual lunar parcels [MoonShop pages 2-10];**

**Applicant Response 26 - Applicant submits that the extent and precision of definition of Applicant's documentation package, including the Deed of Claim and the associated location-oriented imagery (maps and photos) for each parcel, is so substantially greater than that which has been presented in the OA cited MoonShop pages 2-10, as is presented above, that OA must conclude that MoonShop teaches away from Applicant's present business method invention.**

**Claim Element 27 - establishing a computer-useable registry, defined herein as the Lunar Claim Registry, whose uses will include that of maintaining a record of original ownership of a Deed of Claim, and any subsequent ownership of the deed where such information is made available to the registry operator;**

**Office Action 27 - establishing a computer-useable registry, defined herein as the Lunar Claim Registry, whose uses will include that of maintaining a record of original ownership of a Deed of Claim, and any subsequent ownership of the deed where such information is made available to the registry operator [MoonShop pages 2-33];**

**Applicant Response 27 - Applicant submits that the extent and precision of definition of Applicant's documentation package, including the Deed of Claim and the associated location-oriented imagery (maps and photos) for each parcel, and including the precisely defined subdivision of the entire lunar globe down to the parcel level (as discussed above) is so substantially greater than that which has been presented in the OA cited MoonShop pages 2-33, as is discussed above, that OA must conclude that MoonShop teaches away from Applicant's present business method invention.**

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**Claim Element 28 - establishing the use of copyright protection of the Lunar Claim Registry, with its Deed of Claim ownership data contents, as a method for achieving data storage in the U.S. Archives;**

**Office Action 28 - establishing the use of copyright protection of the Lunar Claim Registry, with its Deed of Claim ownership data contents, as a method for achieving data storage in the U.S. Archives [MoonShop pages 2-10];**

**Applicant Response 28 - Applicant submits that the extent and precision of definition of Applicant's Lunar Claim Registry content (as discussed above), with its copyright protected Deed of Claim and the subsequent regular copyright protection of the data content of the Lunar Claim Registry is so substantially greater than that which has been presented in the OA cited MoonShop pages 2-10, as is discussed above, that OA must conclude that MoonShop teaches away from Applicant's present business method invention.**

**Claim Element 29 - establishing an organization of members, in the form, for example, of a Lunar Claim Society, whose focus is the provision of information of common interest to Deed of Claim owners;**

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**Office Action 29** - establishing an organization of members, in the form, for example, of a Lunar Claim Society, whose focus is the provision of information of common interest to Deed of Claim owners [MoonShop pages 3-4];

**Applicant Response 29** - Applicant respectfully submits that one skilled in the art of the present business method invention would know that an organization, to be called the Lunar Claim Society, would have as one of its primary objectives the formation of an extensive and politically effective lobby group whose mission, in turn, would be to encourage the U.S. Government, via its White House, Senate, and House of Representatives, to produce legislation whose purpose would be to convert each outstanding Deed of Claim to a true and legal lunar parcel ownership document. Since MoonShop's business, with its potential (as discussed above) for allegations of fraud and illegality, one skilled in the art would conclude that MoonShop teaches away from the present business method invention with respect the formation of a society having this important lobbying objective, as MoonShop already claims (see OA cited MoonShop page 5 to own the entire Moon.

**Claim Element 30** - wherein, the organization functions include periodic generation of a newsletter, primarily internet-based, to provide information of potential interest to society members and other readers.

**Applicant Response 30** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant. Applicant further submits that one skilled in the art of generating a newsletter of potential interest to (Lunar Claim) society members would know that the newsletter would be an important component of the lobbying function discussed immediately above. As MoonShop would have little motivation to lobby for ownership of the Moon (since he states that he already owns it), it must be concluded that MoonShop teaches away from the present business method invention with respect to the generation of a newsletter.

**Claim 18 (Original)**

**Claim Element 1** - The method of doing business of claim 17, wherein the comprised operations are applied to a Martian or any other planetary land property parcel, where such planetary land has been subject to a program of exploration and survey by the U.S. Government.

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**Office Action 1** - The method of doing business of claim 17, wherein the comprised [MoonShop in view of Galaty teaches] operations are applied to a Martian or any other planetary land property parcel, where such planetary land has been subject to a program of exploration and survey by the U.S. Government (Galaty teaches survey of land) [Galaty pages 355-356].

**Applicant Response 1** - Applicant respectfully submits that, for the many facts, reasons, and arguments presented above, that MoonShop teaches away from the present business method invention as it is applicable to a Mars or any other planetary land property parcel.

Applicant further submits that one skilled in the art, as a result of the teaching away of MoonShop, would have no motivation to apply the prior art of Galaty.

**SUMMARY**

**General**

Applicant requests that Office Action (OA) reconsider the rejection of Claims 17 and 18. in view of the following significant differences between the OA cited prior art of MoonShop in view of Galaty and the present invention of Applicant:

1-MoonShop offers the sales of Lunar land parcels and offers the associated provision of Lunar Deeds to establish the conveyance of the Lunar land parcels.

2-Applicant does not offer the sales of Lunar land parcels and does not offer the associated provision of Lunar Deeds to establish the conveyance of the Lunar land parcels.

**The Rejection of Claim 17 on MoonShop and Galaty Overcome**

The last OA rejected independent claim 17 on MoonShop and Galaty. Applicant requests reconsideration of this rejection for the following reasons:



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(1) There is no justification, in MoonShop and Galaty, or in any prior art separate from Applicant's disclosure, which suggests that these references be combined, much less be combined in the manner proposed.

(2) The proposed combination significantly teaches away from Applicant's disclosure.

(3) Even if MoonShop and Galaty were to be combined in the manner proposed, the proposed combination would not show all the novel features of claim 17.

(4) These novel features of claim 17 produce new and unexpected results and hence are unobvious and patentable over these references.

**The References and Differences of the Present Invention Thereover**

Prior to discussing the claims and the above four points, Applicant will first discuss the references and the general novelty of the present invention and its unobviousness over the references.

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**MoonShop presents a method of doing business in which lunar parcels are offered for sale. MoonShop, Page 2 of 46. MoonShop includes the following statements:**

- (1) "Amazing but true: You can be the proud owner of a property on the Moon! "**
- (2) "A declaration of ownership was filed with the American Government 16 years ago by Mr. Dennis Hope of the Lunar Embassy, to ensure that in fact, ownership of the properties could be claimed."**
- (3) "If this sounds like a joke to you, please read on, because this is no joke. The sale of Lunar property has been ongoing for 16 years by the Lunar Embassy, which possess the legal the legal basis and copyright for the sale of Lunar Property."**

**Applicant presents a method of doing business in which lunar parcels are not offered for sale. Applicant's Claim 17, starting on page x, line x, includes the following statements:**

- (1) A method of doing business, comprising operations of developing, producing, assembling, and offering for sale a documentation package covering a lunar land property parcel;**

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(2) wherein the package includes decorative and educational imagery related to the parcel, and further, includes a document herein defined as a Deed of Claim for the parcel;

(3) wherein, the primary function of the deed, and so stated in the deed's contents, is to provide an accurate and detailed description of the location and boundary of the parcel, and not to indicate any legal ownership of the parcel;

**MoonShop** presents a method of doing business in which the purchaser of Lunar Property is provided with a Lunar Deed. MoonShop, Page 5 of 46. MoonShop, states, under the heading "The Lunar Deed", "The Lunar Deed is your formal document of ownership."

**Applicant** presents a method of doing business in which the purchaser of the business offering is not provided with a Lunar Deed. Applicant's Claim 17, starting on page x of x, includes the following statements:

(1) wherein, the value of the deed is to be based on the possibility that, at some future time, the U.S. Government may choose to claim some part or all of Earth's Moon, and

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as a consequence, may choose to encourage lunar development by establishing a land grant program;

(2) wherein, as a further consequence, the U.S. Government may choose to recognize a land grant claimant's ownership of the Deed of Claim for a specific land parcel as an essential element of the claimants request for the specific land parcel;

Galaty's publication, entitled "MODERN Real Estate Practice", in its Chapter 9, entitled "Legal Descriptions", states in its "Learning Objectives" that "When you have finished this chapter , you should be able to:

- **identify** the three methods used to describe real estate.
- **describe** how a survey is prepared.
- **explain** how to read a rectangular survey description.
- **distinguish** the various units of land measurement.
- **define** these *key terms* [list is presented].

**Applicant** presents a method of doing business that uses a novel and unobvious, and unique, structure of subdivision of the entire Moon. As per the conventional practice of "Legal Descriptions" as presented in Galaty, Applicant does employ conventional

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North/South lines of latitude to define and describe the East/West bounds of selected land areas, and does employ conventional East/West lines of Longitude to define and describe the North/South bounds of the same selected areas. It is clear that, for such method of land subdivision, Applicant does employ a legal description in the Deed of Claim that indicates the boundary and location of a specific land parcel by a statement of the latitude and longitude of each of the four corner locations of the specific land parcel. Applicant therefore submits that Galaty provides only legal description information that would be expected to be known by one skilled in the art as it relates to Applicant's present invention, but no information that would be expected to teach or motivate MoonShop towards Applicant's present invention.

Applicant's novel and unobvious feature of lunar land subdivision is a definition of Region 1 of the Moon as being bounded by Longitude 45 Degrees East, Longitude 45 Degrees West, Latitude 45 Degrees North, and Latitude 45 Degrees South; where Region 1 is subdivided into six uniquely shaped sections; where each section is bounded by lines of latitude and longitude, and, where each of the sections is bounded so that it contains only one of the six Apollo Manned Landing Sites.

**Applicant submits that, since MoonShop teaches away from Applicant's present invention, the combination of MoonShop and Galaty provides no motivation for one skilled in the art of real estate to formulate the method of doing business of Applicant's present invention.**

**Even if MoonShop and Galaty Were to be Combined in the Manner Proposed in the OA, the Proposed Combination Would Not Show All of the Business Method Features of Claim 17.**

However, even if the combination of MoonShop and Galaty were legally justified, claim 17 would still have novel and unobvious business method features over the proposed combination. In other words, Applicant's invention, as defined by claim 17, comprises a method of doing business that offers a much greater potential for legal ownership of a lunar land parcel than that which is offered by MoonShop's explicit statement that MoonShop currently owns the Moon, and that MoonShop consequently has a full authority to both legally sell lunar parcels and legally convey lunar parcels to purchasers.

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Neither MoonShop or the OA cited component of Galaty present information regarding Common Law aspects of conveying land property. More specifically, Applicant submits that the legal conveyance of land property historically consists of the following:

- (1) A sovereign nation having a respected military capability initiates an exploration program.
- (2) A large tract of newly discovered land is presented to the sovereign head of a sovereign nation on the basis of exploration conducted in the name of the sovereign head.
- (3) The sovereign head then exercises a recognized prerogative to convey a part of the sovereign owned land to an individual.
- (4) Such conveyance is authenticated by means of a deed whose form and content are made sufficient to legally establish, under Common Law, such conveyance of land from the sovereign head to the individual.
- (5) The individual can, in turn, choose to sell all or a part of the owned land to another person.

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6) The legal sale and conveyance of the land parcel includes the use of a deed that is recognized under Common Law.

**Applicant** submits that, based upon the above described conveyance-by-deed sequence, MoonShop and Galaty in combination present a business method for selling and conveying lunar property that does not contain the required legal elements of Common Law.

**Applicant** submits that its presented invention method of doing business, in which land property is not conveyed, employs an approach that is in full recognition of the above described proper sequence associated with legal land property sales and conveyance.

**Applicant** therefore submits that even if MoonShop and Galaty were to be combined in the manner proposed in the OA, the proposed combination would not show all of the business method features of Claim 17.

Specifically, clause (a) and (b) of claim 17 clearly distinguish applicant's defined Deed of Claim from MoonShop's and Galaty's, or any possible combination thereof, since these clauses recite:



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(a) wherein the package includes decorative and educational imagery related to the parcel, and further, includes a document herein defined as a Deed of Claim for the parcel;

(b) wherein, the primary function of the deed, and so stated in the deed's contents, is to provide an accurate and detailed description of the location and boundary of the parcel, and not to indicate any legal ownership of the parcel;

(c) wherein, the value of the deed is to be based on the possibility that, at some future time, the U.S. Government may choose to claim some part or all of Earth's Moon, and as a consequence, may choose to encourage lunar development by establishing a land grant program;

(d) wherein, as a further consequence, the government may choose to recognize a land grant claimant's ownership of the Deed of Claim for a specific land parcel as an essential element of the claimants request for the specific land parcel;

**The Novel Business Method Features of Claim 17 Produce New and Unexpected Results and Hence Are Unobvious and Patentable Over These References Under §103**

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Applicant submits that the novel business method features of claim 17 are also unobvious and hence patentable under §103 since they produce new and unexpected results over MoonShop and Galaty, or any combination thereof. These new and unexpected results are the ability of Applicant's business method to employ the invented concept of a Deed of Claim which offers only a potential for future ownership of an accurately describe lunar land parcel, whereas no combination of MoonShop and Galaty states or suggests anything other than an ability and intent to immediately and legally convey purchased lunar land property. Applicant's business method therefore has the new and unexpected beneficial result of a low potential for any form of undesired litigation regarding true and legal individual ownership of lunar land property, whereas MoonShop and Galaty present a business method that, in view of Common Law, has a high potential for any form of undesired litigation regarding true and legal individual ownership of lunar land property.

**The Dependent Claim 18 is a Fortiori Patentable Over MoonShop and Galaty**

Original claim 18 incorporates all the subject matter of claim 18 which makes it a fortiori and independently patentable over MoonShop and Galaty.

## **EXHIBITS**

### **INTRODUCTION**

The purpose of this exhibit set is to show the extent to which MoonShop in view of Galaty teach away from applicant's present business method invention and, further, to show that the Office Action conclusion, that one skilled in the art would have determined the specifically detailed total subdivision of the Moon down to the indicated parcel level, must be considered as invalid on the basis of the application of impermissive hindsight.

There are essentially three types of exhibits included:

1) The first three image exhibits consist of MoonShop's Lunar Deed and Lunar Map, and applicant's Deed of Claim. Applicant asserts that MoonShop's Lunar Deed and Lunar Map are the complete extent of purchased lunar parcel location data that is provided to a parcel purchaser. Applicant further asserts that a parcel purchaser could

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not specifically locate the purchased parcel on the basis of data specifically provided within the Lunar Deed and Lunar Map. In contrast, applicant's Deed of Claim contains specific parcel location data.

2) With the exception of the last exhibit, the remaining exhibits are intended to show imagery that is representative of the Claims, in view of the Specification, of applicant's present business method invention.

3) The last exhibit is a copy of a conference presented paper entitled "Lunar Real Estate: Buyer, Beware!" The purpose of including this exhibit paper is to give further evidence of the extent to which MoonShop in view of Galaty teaches away from applicant's present business method invention.

#### **EXHIBIT SET DESCRIPTION**

Exhibit 1-Representative copy of Office Action cited MoonShop Page 5 of 46  
SPECIMEN Lunar Deed. The copy has been reduced from its original size of 11 x 14 inches to a convenient size of 8 ½ x 11 inches. Note: Readable SPECIMEN Lunar Deed is not website downloadable as MoonShop.com has removed it from public access.

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Exhibit 2-Representative copy of Office Action cited MoonShop Page 5 of 46

**SPECIMEN Lunar Map.** The copy has been reduced from its original size of 11 x 14 inches to a convenient size of 8 ½ x 11 inches. Note: Readable SPECIMEN Lunar Map is not website downloadable as MoonShop.com has removed it from public access.

Exhibit 3-Copy of Applicant's present invention **Deed of Claim**. The copy has been reduced from its original size of 11 x 14 inches to a convenient size of 8 ½ x 11 inches.

Exhibit 4-Copy of identifying corner of one of a Lunar Chart series of twenty charts that symmetrically cover the mid-latitude region of the Lunar Near Side. This chart is identified by the following descriptor: LUNAR CHART SCALE ; 1:500,000; NASA AICS Chart Set; Chart: ARAGO AIC 60 C. The mid-latitude region covers the longitude range of minus 50 degrees to plus 50 degrees and the latitude range of minus 8 degrees to plus 8 degrees. Applicant literally discovered and purchased this relatively rare map set, left over from the Apollo Program era of the late 1960's, from a NASA facility "warehouse of left-over charts". Applicant's selected parcel invention size of 1/3 degrees by 1/3 degrees is based on the finest detail scale of this map series.

Exhibit 5-Copy of enlarged image area of the above Arago chart. Note the ease of displaying a typical lunar parcel on this chart in applicant's present invention.

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**Exhibit 6-Copy of enlarged lunar orbiting spacecraft derived black/white photo image area that is contained in the above Arago chart. Note the ease of displaying a typical lunar parcel on this photo image in applicant's present invention.**

**Exhibit 7-Copy of a typical specific lunar parcel location descriptor pair provided with each local area map and photo pair of images in applicant's present invention.**

**Exhibits 8 and 9-Reduced size black/white copies of the 10 x 10 inch color map-photo global image pairs provided in applicant's present invention.**

**Exhibits 10 and 11-Reduced size black/white copies of the 10 x 10 inch color map-photo section area image pairs provided in applicant's present invention.**

**Exhibits 12 and 13-Reduced size black/white copies of the 10 x 10 inch color map-photo local area image pairs provided in applicant's present invention.**

**Exhibits 14 and 15-Lunar near-side and far-side global regional subdivision diagrams that are representative of the Claims, in view of the Specification, of applicants present invention. Note: Similar figures in the Specification have reduced details as was requested by USPTO initial figures review.**

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**Exhibit 16-Copy of NASA-source Apollo Lunar Module Landing Site Coordinates that are employed in Applicant's present invention Claims, in view of the Specification, to determine a specific subdivision of Region 1 into six sections, each containing within its bounds one of the six Apollo manned spacecraft (Lunar Module) landing sites.**

**Exhibits 17 and 18-Diagram and black/white copy map of the Lunar Region 1 subdivision into Apollo landing site based sections. The diagram is representative of the Claims, in view of the Specification, of applicant's present invention. Note: A similar diagram in the Specification has reduced details as was requested by USPTO initial figures review.**

**Exhibit 19-Diagram of Section 11 (which includes the Apollo 11 landing site) indicating the specific subdivision of Section 11 into 21 precisely defined Blocks. The diagram is representative of the Claims, in view of the Specification, of applicant's present invention.**

**Exhibit 20-A single page set of two diagrams. The upper diagram indicates the specifically detailed subdivision of lunar Region 1 into sections and blocks. The lower diagram indicates the specifically detailed subdivision of a typical 5 degree by 5 degree**

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Block into 3 by 3 parcels per 1 square degree groups. The diagrams are representative of the Claims, in view of the Specification, of applicant's present invention.

Exhibit 21-Diagram indicating the specifically detailed subdivision of Block 17 of Section 11 of Region 1 into a 15 by 15 parcel array contained in a 5 degree by 5 degree block. The diagram is representative of the Claims, in view of the Specification, of applicant's present invention.

Exhibits 22 and 23-Lunar north-polar and south polar global regional subdivision diagrams that are representative of the Claims, in view of the Specification, of applicants present invention. Note: Similar figures in the Specification have reduced details as was requested by USPTO initial figures review.

Exhibits 24 and 25-Diagrams indicating the specific details of the method selected to achieve subdivision into parcels in the polar and near-polar regions. The diagrams are representative of the Claims, in view of the Specification, of applicant's present invention.

Exhibit 26-A copy of a conference presented paper entitled "Lunar Real Estate: Buyer, Beware!" Applicant believes this to be a particularly informative discussion of the



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legality, or lack thereof, of lunar real property sales. It should be noted that MoonShop, or the Lunar Embassy, or Mr. Dennis Hope, or the Head Cheese are all the same business entity. The purpose of including this exhibit paper is to give further evidence of the extent to which MoonShop in view of Galaty teaches away from applicant's present business method invention.